

03-16-2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



102960524

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Harris Trust and Savings Bank, as Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership

☒ Corporation-State Illinois

☐ Other: _____

Citizenship (see guidelines) Illinois

Execution Date(s) February 10, 2005

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ No

Name: Parkmount, Inc.

Internal
Address: _____

Street Address: 265 North Hamilton Road

City: Columbus

State: Ohio

Country: USA

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☒ Corporation Citizenship Delaware

☐ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See additional sheet attached as Exhibit A

B. Trademark Registration No.(s) See additional sheet attached as Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Marc T. Bacigalupo

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212.661.9100

Fax Number: 917.368.7124

Email Address: mbacigalupo@oshr.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature: Marc T. Bacigalupo

Signature

Marc T. Bacigalupo

Name of Person Signing

3/17/05
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/15/2005 ECDUPER 00000152 349164

01 FC:0521

02 FC:0522

(40.00 OP
125.00 OP)

TRADEMARK
REEL: 003136 FRAME: 0065

SCHEDULE A
TO RELEASE AND REASSIGNMENT OF TRADEMARKS

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

Trademarks	Registration Number	Issue Date
Water-Boy	349,164	8/24/37
Auto-Vent	510,231	5/31/49
Jacobus	875,488	8/26/69
KE-MASTER	836,718	10/10/67
Mailed Fist & Key	623,671	3/20/56
Maid-O-Mist	369,557	8/1/39

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated February 10, 2005 by Harris Trust and Savings Bank, as agent as hereinafter described;

WITNESSETH:

WHEREAS, Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, as agent for the Secured Creditors as defined in the Trademark Collateral Agreement described below (the "*Secured Party*") and Parkmount, Inc., a Delaware corporation with its mailing address at 103 Springer Building, Wilmington, Delaware 19810 (the "*Debtor*") are parties to a certain Trademark Collateral Agreement dated October 12, 2004 which was recorded in the United States Patent and Trademark Office on October 15, 2004 at Reel 002955, Frame 0577, pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the "*Trademarks*"); and

WHEREAS, the Debtor has requested that the Secured Party release its security interests in the Trademarks and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

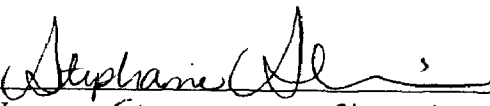
The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages.

IN WITNESS WHEREOF, the Secured Party has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By 
Name Stephanie Slavkin
Title Vice President

**SCHEDULE A
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